

TRADINGVIEW COUPON TERMS AND CONDITIONS

01 INTRODUCTION

In this document “tastyfx,” “our,” “us,” and “we” refers to tastyfx LLC, a limited liability company organized under Delaware law, registered Retail Foreign Exchange Dealer (RFED) with the CFTC, and Forex Dealer Member of the National Futures Association (“NFA”) (NFA ID 0509630). You, the customer, may be referred to as “you,” “your,” “yours,” or “yourself,” as appropriate.

YOUR PARTICIPATION IN THE tastyfx LLC TRADINGVIEW COUPON PROMOTION (“PROMOTION”) SERVES AS YOUR WILLFUL ACCEPTANCE OF AND AGREEMENT TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS PROMOTION. DO NOT PARTICIPATE IN THE PROMOTION IF YOU DO NOT AGREE WITH THESE APPLICABLE TERMS & CONDITIONS.

FOREX TRADING CARRIES A HIGH LEVEL OF RISK. LOSSES CAN EXCEED DEPOSITS. YOU SHOULD ENSURE YOU UNDERSTAND THE RISKS ASSOCIATED WITH FOREX TRADING BEFORE PARTICIPATING IN THIS PROMOTION. YOU MAY LOSE MORE THAN YOU INVEST AND IT IS RECOMMENDED YOU SEEK FINANCIAL ADVICE BEFORE PROCEEDING.

02 PROMOTION PERIOD

These terms and conditions (“Terms”) apply to the tastyfx LLC (“tastyfx”) TradingView Coupon Promotion (“Promotion”), which begins on September 23, 2024, (“Start Date”) and expires on October 31, 2024, at 11:59 pm ET (“Expiration Date”).

By participating in the Promotion, you agree to be bound by these Terms, as well as any other terms applicable to your account, which are hereby incorporated by reference, including but not limited to, tastyfx Customer Agreement, tastyfx Website Terms and Conditions, and tastyfx Privacy Policy. The time set forth in by the tastyfx computer is the official clock for the Promotion.

To the extent you qualify for a Coupon under this Promotion and any other similar promotion or bonus being offered by tastyfx with respect to the opening of a new account, you shall only be eligible to receive payment under one (but not multiple) promotions.

03 ELIGIBILITY

To be eligible to participate in the Promotion, the person claiming the Coupon (“you” or “your”) must, as of the date you sign up for the Promotion:

- Not hold an existing forex trading account (excluding institutional account holders) account with tastyfx, a Commodity Futures Trading Commission (“CFTC”) registered retail foreign exchange dealer and member of the National Futures Association (“NFA”) (NFA ID 0509630) with its primary address at 1330 West Fulton Street, Chicago, IL 60607 and contact details: 1-312-981-0498 and helpdesk.us@tastyfx.com;
- Not have previously owned or controlled any other account with tastyfx;
- Be an individual who is 18 years or older as of the date of participation in the Promotion, and not barred from accessing tastyfx services under applicable law;
- Be a legal resident of the United States (excluding residents of Ohio);
- Not have received a coupon with respect to the opening of a new or existing account with tastyfx; and
- Conduct and execute a Qualifying Trade that is confirmed by tastyfx.

To participate in the Promotion and be eligible for a Coupon, you must (altogether, have a “Qualifying Account”):

- Be approved for a tastyfx account and complete all required documentation and identity checks;
- Open a new, live individual forex trading account with tastyfx (following completion of the above step);
- Fund at least \$250 USD;
- Execute a Qualifying Trade of at least one micro lot (0.01) confirmed by tastyfx within thirty (30) days of the Qualifying Account’s activation; and
- Email tastyfx at tvpromo@tastyfx.com after completing the tasks listed above to request the Coupon.

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COUPON

A Qualifying Account will be eligible to receive a coupon for three (3) months of TradingView's Plus subscription. A coupon will be issued within 45 days of the client's email requesting a coupon, subject to verification of promotional qualifications being met. The Coupon Period is thirty (30) calendar days from a Qualifying Account's activation date; funding and trading requirements as set forth above must be met during this Period.

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TERMS AND CONDITIONS APPLICABLE TO TRADES

Trades can be made in any currency pairs; provided that, for purposes of this Promotion, the following FX pairs WILL NOT be considered in calculating your trading requirements with respect to the Coupon and such trades shall be disregarded for all purposes of this Promotion:

ZAR/JPY SEK/JPY NOK/SEK NOK/JPY MXN/JPY TRY/JPY PLN/JPY CNH/JPY

For the purposes of calculating trade volume for purposes of satisfying the Required Trades, only opening trades that have been executed and confirmed by tastyfx will count towards the total trades. Trades which are not executed or rejected trades will not count, nor will closing trades (altogether, "Qualifying Trades").

Trades can be made in any lot size increment.

All Qualifying Trades are subject to tastyfx review, approval, and discretion, and must be made to a Qualifying Account by a Qualified Customer.

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TERMS AND CONDITIONS APPLICABLE TO COUPONS

Coupons will be sent to the Qualifying Account within 45 calendar days after the end of the Coupon Period.

If any restrictions apply to your account, the account will not qualify for a Coupon until the restrictions have been lifted. Any restrictions that apply to an account will be detailed in the email sent to you upon account activation. The account will not qualify for a Coupon if your account is closed or restricted for any reason prior to a Coupon being funded into the account.

Joint accounts or accounts which have a Power of Attorney in force will not be eligible for a Coupon and are not Qualifying Accounts. IRA accounts will not be eligible for a Coupon and are not Qualifying Accounts. Only entity accounts (corporate accounts) and individual accounts will be eligible for a Coupon as a Qualifying Account.

In the event your deposit is canceled, clawed, or charged back, returned from the bank for insufficient funds, fraud, or any other reason, you will become ineligible for a Coupon. tastyfx has the right to reclaim and void any Coupon sent to your account under this Promotion to the extent you violate the terms and conditions of this Promotion.

Only one Coupon will be issued per qualifying applicant.

The Coupon is non-transferable. No transfer, assignment or substitution of the coupon by qualifying applicants is permitted.

tastyfx will not be liable for any losses that may be incurred as a result of trading.

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MISCELLANEOUS

The Promotion is not open to employees of tastyfx or any affiliate of tastyfx, or employees of any other company engaged in direct competition with tastyfx or any affiliate of tastyfx, to be determined at the discretion of tastyfx.

The Promotion and any obligations of tastyfx pursuant to the Promotion will be revoked or withdrawn from participants who abuse the spirit or intention of the Promotion. tastyfx reserves the right to cancel or withdraw the Promotion at any time in case of any suspected abuse of the Promotion. Further, where any of these Terms are breached, if tastyfx believes that any of the terms of your Customer Agreement with tastyfx have been breached in any way, or there is any reason to suspect a participant has acted fraudulently or obtained an unfair or unintended advantage pursuant to this Promotion, tastyfx reserves the right to stop, withhold or void a Coupon.

tastyfx is the sole arbiter of the Promotion, these Terms, and any other issues arising under this Promotion. Exceptions to these Terms are at the sole discretion of tastyfx management, and the decision is final. tastyfx reserves the right to alter, amend, or substitute the Coupon offered with another item of the same value, or terminate the Promotion or any aspect of it (including the Terms and Coupon) at any time and without prior notice.

The Promotion offer is not assignable, transferable, salable, or valid in combination with any other offer and any purported assignment in violation hereof is void and of no effect.

MISCELLANEOUS (CONTINUED)

This Promotion is a standalone offer and cannot be used in conjunction with the Premium Client Services fee reimbursement or similar tastyfx offering, unless explicitly authorized in writing by tastyfx.

This Promotion is limited to one account per household and no multiple entries will be permitted. Multiple accounts from the same household, including any household member who previously received a similar promotion from tastyfx, will be barred from the promotion.

tastyfx will not be held liable for any losses incurred by you as a result of trading or in relation to this Promotion.

TRADING FOREIGN EXCHANGE ON MARGIN CARRIES A HIGH LEVEL OF RISK AND MAY NOT BE SUITABLE FOR ALL INVESTORS. Before deciding to trade foreign exchange, you should carefully consider your investment objectives, level of experience, and risk appetite. Such trading could result in a loss of some or all the initial investment, and nobody should invest money that such individual cannot afford to lose.

This Promotion is conducted in English. By participating in the Promotion, you agree to release, discharge, indemnify and hold harmless tastyfx, its parent, subsidiaries, affiliates, advertising, and promotion agencies, and all their respective officers, directors, members, managers, partners, shareholders, employees and agents (collectively, "Released Parties") from any liability or damages which may arise out of, relate to or result from your participation in the Promotion.

All applicable federal, state, and local laws and regulations apply. The Released Parties will not be held liable for your inability to satisfy the eligibility requirements of the Promotion or ability to trade as the result of any technical malfunction of the internet, the tastyfx trading platform, or your own computing system. tastyfx will also not be liable for any lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, or any other error or malfunction, or any injury or damage to you or any other person's computer arising out of, related to or resulting from participation in the Promotion. You accept all risks associated with trading over the internet, mobile applications, the tastyfx trading platform, and downloadable software.

Caution: Any attempt by a participant or any other individual to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil laws and should such an attempt be made; tastyfx reserves the right to seek damages and/or other remedies from any such person to the fullest extent permitted by law. tastyfx reserves the right to disqualify you for any reason at any time.

Any dispute or situation not covered by these Terms will be resolved by the tastyfx management in a manner it deems to be fairest to all concerned, and that decision will be final and binding on all parties.

The invalidity or lack of enforceability of any provision of these Terms will not affect the validity or enforceability of any other provision. In the event that any provision of these Terms is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. If tastyfx fails to enforce any term of these Terms, that will not constitute a waiver of that provision. You agree to waive any rights to claim ambiguity of these Terms. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the document or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion materials, privacy policy, or terms of use on the tastyfx website, and/or the terms and conditions of the Promotional Terms, the Promotional Terms shall prevail, govern, and control, and the discrepancy will be resolved in sole and absolute discretion of tastyfx.

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms, or the rights and obligations of you and tastyfx in connection with the Promotion, shall be governed by and construed in accordance with the laws of the State of Illinois and will be subject to the jurisdiction of the courts of Cook County, Illinois, without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than in the State of Illinois.

Personal information collected in connection with this Promotion will be used in accordance with the tastyfx Privacy Policy in effect.

tastyfx reserves the right to amend, modify, cancel, or terminate this Promotion, in whole or in part, at any time without notice, and in its sole discretion. In the event of war, national emergency, accident, dangerous weather conditions, fire, riot, strikes, lockouts, industrial disputes, acts of terrorism, pandemic, or other matters beyond the reasonable control of tastyfx, tastyfx has the right, in its sole discretion, to terminate the Promotion. Prompt notice of such action will be made to Qualified Customers. This Promotion offer is not transferable. tastyfx reserves the right to revoke, amend, modify, or extend this Promotion at any time without prior notice.